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4 UNITED STATES BANKRUPTCY COURT
5 MIDDLE DISTRICT OF PENNSYLVANIA

6 IN RE:

7 CRAIG BRADLEY DEIMLER
8 WILLIAM OLIVER FISHER-DEIMLER, aka William
9 Oliver Fisher Deimler, fka William Oliver Fisher
10

CASE NO: 1-20-00841-HWV

**DECLARATION OF MAILING
CERTIFICATE OF SERVICE**

Chapter: 13

11 On 2/21/2024, I did cause a copy of the following documents, described below,
12 Order setting response deadline & hearing date - Sale of Real Estate
13
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17

18 to be served for delivery by the United States Postal Service, via First Class United States Mail, postage prepaid, with
19 sufficient postage thereon to the parties listed on the mailing list exhibit, a copy of which is attached hereto and
20 incorporated as if fully set forth herein.

21 I caused these documents to be served by utilizing the services of BK Attorney Services, LLC d/b/a certificateofservice.
22 com, an Approved Bankruptcy Notice Provider authorized by the United States Courts Administrative Office, pursuant to
23 Fed.R.Bankr.P. 9001(9) and 2002(g)(4). A copy of the declaration of service is attached hereto and incorporated as if
24 fully set forth herein.

25 Parties who are participants in the Courts Electronic Noticing System ("NEF"), if any, were denoted as having been
26 served electronically with the documents described herein per the ECF/PACER system.

27 DATED: 2/21/2024

28 /s/ Gary J. Imblum, Esquire
Gary J. Imblum, Esquire 42606
Attorney for Debtor
Imblum Law Offices, P.C.
4615 Derry St
Harrisburg, PA 17111
717 538 5250
carol.shay@imblumlaw.com

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4 UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF PENNSYLVANIA

5 IN RE:

6 CRAIG BRADLEY DEIMLER
7 WILLIAM OLIVER FISHER-DEIMLER, aka
8 William Oliver Fisher Deimler, fka William Oliver
9 Fisher
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CASE NO: 1-20-00841-HWV

**CERTIFICATE OF SERVICE
DECLARATION OF MAILING**

Chapter: 13

11 On 2/21/2024, a copy of the following documents, described below,
12 Order setting response deadline & hearing date - Sale of Real Estate
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19 were deposited for delivery by the United States Postal Service, via First Class United States Mail, postage prepaid, with sufficient
20 postage thereon to the parties listed on the mailing list exhibit, a copy of which is attached hereto and incorporated as if fully set forth
herein.

21 The undersigned does hereby declare under penalty of perjury of the laws of the United States that I have served the above
22 referenced document(s) on the mailing list attached hereto in the manner shown and prepared the Declaration of Certificate of
Service and that it is true and correct to the best of my knowledge, information, and belief.

23 DATED: 2/21/2024
24

25 

26 Jay S. Jump
27 BK Attorney Services, LLC
28 d/b/a certificateofservice.com, for
Gary J. Imblum, Esquire
Imblum Law Offices, P.C.
4615 Derry St
Harrisburg, PA 17111

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF PENNSYLVANIA

In re:

Craig Bradley Deimler,

Debtor 1

William Oliver Fisher–Deimler,
aka William Oliver Fisher Deimler, fka William Oliver Fisher,

Debtor 2

Chapter: 13

Case number: 1:20-bk-00841-HWV

Document Number: 396

Matter: Motion for Sale Free and Clear of
Liens

Craig Bradley Deimler
William Oliver Fisher–Deimler a/k/a William Oliver Fisher
Deimler f/k/a William Oliver Fisher
Movant(s)

vs.

PHFA, Dauphin County Commissioners, Dauphin County Tax
Claim Bureau, City of Harrisburg, Capital Region Water, Jack N.
Zaharopoulos, Trustee
Respondent(s)


Order

Unless earlier served through CM/ECF, **IT IS ORDERED** that service of this Order and the above-referenced Motion shall be made by the moving party on all respondent(s) named in the Motion claiming an interest in the property, counsel, and in a Chapter 11 case service shall also be made upon the Trustee, if any, U.S. Trustee and the individuals identified in F.R.B.P. 4001(a)(1) and L.B.R 4001–6. Service shall be made within seven (7) days from the date hereof and certification of service filed with this Court within fourteen (14) days from the date hereof.

IT IS FURTHER ORDERED that answers to the Motion must be served on the moving party and a copy filed with this Court, within fourteen (14) days from the service date of this Order. If no Response is filed, relief may be granted. A hearing will be held if a responsive pleading is timely filed, requested by the moving party, or ordered by the Court. If a default order has not been signed and entered, the parties or their counsel are required to appear in Court at the hearing on the below date and time.

United States Bankruptcy Court Sylvia H. Rambo US Courthouse, Bankruptcy Courtroom 4B, 1501 N. 6th St, Harrisburg, PA 17102	Date: 3/26/24 Time: 09:30 AM
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By the Court,



Henry W. Van Eck, Chief Bankruptcy Judge

Dated: February 21, 2024

Initial requests for a continuance of hearing (*L.B.F. 9013-4, Request to Continue Hearing/Trial with Concurrence*) shall be filed with the Court. Requests received by the Court within twenty-four (24) hours of the hearing will not be considered except in emergency situations. Additional requests for continuance must be filed as a Motion.

Requests to participate in a hearing remotely shall be made in accordance with L.B.R. 9074-1.

Photo identification is required upon entering the Courthouse.

orreshrg(5/18)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE: :
CRAIG BRADLEY DEIMLER : CASE NO. 1:20-bk-00841-HWV
WILLIAM OLIVER FISHER-DEIMLER :
a/k/a WILLIAM OLIVER FISHER DEIMLER : CHAPTER 13
f/k/a WILLIAM OLIVER FISHER :
Debtors :
: :
CRAIG BRADLEY DEIMLER :
WILLIAM OLIVER FISHER-DEIMLER :
a/k/a WILLIAM OLIVER FISHER DEIMLER :
f/k/a WILLIAM OLIVER FISHER :
Movants :
: :
v. :
: :
PHFA :
DAUPHIN COUNTY COMMISSIONERS :
DAUPHIN COUNTY TAX CLAIM BUREAU :
CITY OF HARRISBURG :
CAPITAL REGION WATER :
JACK N. ZAHAROPoulos, ESQUIRE :
Respondents :


MOTION TO SELL REAL ESTATE
FREE AND CLEAR OF LIENS
RE: 2428 MERCER STREET, HARRISBURG, PA

AND NOW, come Debtors, Craig Bradley Deimler and William Oliver Fisher-Deimler, by and through their attorney, Gary J. Imblum, and pursuant to 11 U.S.C. § 363(f) and respectfully represent:

1. Debtors filed a voluntary Petition under Chapter 13 of the Bankruptcy Code on March 4, 2020.
2. Debtors are the owners of real estate situate and known as 2428 Mercer Street, Harrisburg, Dauphin County, Pennsylvania.

3. Payment of any and all other miscellaneous fees involved with the sale.
4. Payment of any liens and mortgages.
5. As long as same is a valid lien on subject real estate, payment in full of Dauphin County Tax Claim Bureau real estate taxes, if any, or else the sale will not occur.
6. As long as same is a valid lien on subject real estate, payment in full of PHFA mortgage, or else the sale will not occur.
7. As long as same is a valid lien on subject real estate, payment in full of Dauphin County Commissioners mortgage, or else the sale will not occur.
8. If there are net proceeds remaining after paying all the costs, fees and liens set forth in the preceding paragraphs, then payment to Trustee Jack N. Zaharopoulos in an amount up to the amount necessary to fully fund the Plan, less any amount otherwise payable to a secured creditor pursuant to Debtors' Plan, which is, in fact, paid at settlement.
9. If there are net proceeds remaining after paying all of the costs, fees and liens set forth in the preceding paragraphs, then payment of any and all attorney fees owed to Debtors' counsel for representation in the above matter and which have been previously approved by the Court.
10. If there are net proceeds remaining after paying all the costs, fees and liens set forth in the preceding paragraphs, then the remaining balance, if any, shall be distributed to the Debtors.

Respectfully submitted,


Gary J. Imblum
Attorney ID. No. 42606
4615 Derry Street, Harrisburg, PA 17111
(717) 238-5250; Fax No. (717) 558-8990
gary.imblum@imblumlaw.com
Attorney for Debtors

Dated: 2/21/2024

3. The real estate is presently listed with Keller Williams of Central PA. Realtor commission is in the amount of 6% of the sale price or \$3,000.00, whichever is greater, and \$600.00. The employment of said realtor was approved by Order of Court dated November 3, 2023.

4. Debtors have entered into an Agreement of Sale to sell said property, including all fixtures present at the showing, for a total price of \$135,000.00 to Ketty Guerrero, a non-relative and non-insider. A copy of the Agreement of Sale is attached hereto as Exhibit "A" and is incorporated herein by reference.

5. To the best of Debtors knowledge, all the parties who have a lien on said property include, but are not limited to the following:

- a. City of Harrisburg - municipal lien;
- b. Capital Region Water - water;
- c. Dauphin County Tax Claim Bureau - real estate taxes, if any;
- d. PHFA - first mortgage;
- e. Dauphin County Commissioners - second mortgage;

WHEREFORE, Debtors respectfully request that this Honorable Court issue an Order approving the sale of aforesaid real estate, free and clear of liens and the distribution of the proceeds as set forth below shall be permitted and that Federal Bankruptcy Rule 6004(h) is not applicable, and the real property may be sold and purchased immediately upon entry of Order of Court approving same:

1. Payment of all closing costs for which Debtors are liable.
2. Payment of attorneys fees in the amount of \$3,500.00, to be applied to Debtors' costs and Attorney fees, billed on an hourly basis, and approved by the Bankruptcy Court.

dotloop signature verification: <https://www.dotloop.com/verify/2428-merc-st-harrisburg-pa>



STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

ASR

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

PARTIES	
BUYER(S): <u>Ketty Guerrero</u>	SELLER(S): <u>William O Fisher</u> <u>William Fisher Deimler, Craig Deimler</u> KG
BUYER'S MAILING ADDRESS:	SELLER'S MAILING ADDRESS: CD WPD <small>dotloop verified dotloop verified</small>
ADDRESS (including postal city) <u>2428 Mercer St</u> KG WPD CD <u>Harrisburg PA</u> <small>dotloop verified dotloop verified dotloop verified</small> ZIP <u>17104</u> in the municipality of <u>City of Harrisburg</u> , County of <u>Dauphin</u> in the School District of <u>Harrisburg City</u> , in the Commonwealth of Pennsylvania. Tax ID #(s): <u>13-047-027-000-0000</u> Identification (e.g., Parcel #: Lot, Block; Deed Book, Page, Recording Date):	
BUYER'S RELATIONSHIP WITH PA LICENSED BROKER <input type="checkbox"/> No Business Relationship (Buyer is not represented by a broker) Broker (Company) <u>Joy Daniels Real Estate Group</u> Licensee(s) (Name) <u>Gianni Caverro-Aponte</u> Company License # <u>RB067130</u> State License # <u>RS348799</u> Company Address <u>2793 Old Post Rd Ste 200</u> Direct Phone(s) <u>Harrisburg PA 17110</u> Cell Phone(s) <u>(407) 308-9887</u> Company Phone Email <u>giannicaveroaponte@icloud.com</u> Company Fax Licensee(s) is (check only one): Broker is (check only one): <input checked="" type="checkbox"/> Buyer Agent (Broker represents Buyer only) <input type="checkbox"/> Buyer Agent (all company licensees represent Buyer) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below) <input type="checkbox"/> Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below) <input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)	
SELLER'S RELATIONSHIP WITH PA LICENSED BROKER <input type="checkbox"/> No Business Relationship (Seller is not represented by a broker) Broker (Company) <u>Keller Williams of Central PA</u> Licensee(s) (Name) <u>TRACI MOFFITT</u> Company License # <u>RB065950</u> State License # <u>RS322181</u> Company Address <u>2040 Good Hope Rd</u> Direct Phone(s) <u>(717) 574-6223</u> <u>Enola PA 17025</u> Cell Phone(s) Company Phone Email <u>traci.moffitt@kw.com</u> Company Fax Licensee(s) is (check only one): Broker is (check only one): <input checked="" type="checkbox"/> Seller Agent (Broker represents Seller only) <input type="checkbox"/> Seller Agent (all company licensees represent Seller) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below) <input type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below) <input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)	
DUAL AND/OR DESIGNATED AGENCY A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent. By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable. Buyer Initials: <u>KG</u> ASR Page 1 of 14 Seller Initials: CD WPD <small>dotloop verified dotloop verified</small>	

1 **By this Agreement** dated February 13, 2024

2 **Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.**

3 **2. PURCHASE PRICE AND DEPOSITS (1-14)**

4 (A) Purchase Price \$ 135,000.00

5 (One hundred thirty-five thousand and 00/100 U.S. Dollars), to be paid by Buyer as follows:

6 1. Initial Deposit, within days (5 if not specified) of Execution Date,

7 if not included with this Agreement: \$ 2,000.00

8 2. Additional Deposit within days of the Execution Date: \$

9 3. \$

10 Remaining balance will be paid at settlement.

11 (B) **All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer**

12 **within 30 days of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by personal**

13 **check.**

14 (C) Deposits, regardless of the form of payment, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here:),

15 who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or

16 termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations

17 of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this

18 Agreement.

19 **3. SELLER ASSIST (If Applicable) (1-10)**

20 Seller will pay \$ 1,500.00 or % of Purchase Price (0 if not specified) toward

21 Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is

22 approved by mortgage lender.

23 **4. SETTLEMENT AND POSSESSION (1-23)**

24 (A) Settlement Date is April 12, 2024, or before if Buyer and Seller agree.

25 (B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless

26 Buyer and Seller agree otherwise.

27 (C) At the time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable:

28 current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer

29 fees, together with any other lienable municipal service fees. All charges will be prorated for the period(s) covered. Seller will

30 pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:

31 ()

32 (D) For purposes of prorating real estate taxes, the "periods covered" are as follows:

33 1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.

34 2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December

35 31. School tax bills for all other school districts are for the period from July 1 to June 30.

36 (E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here:

37 ()

38 (F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here:

39 ()

40 (G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures

41 broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property

42 is subject to a lease.

43 (H) If Seller has identified in writing that the Property is subject to a lease or short-term rental agreement, possession is to be delivered

44 by deed, existing keys and assignment of existing leases and short-term rental agreements for the Property, together with security

45 deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases or short-term rental agree-

46 ments, nor extend existing leases or short-term rental agreements, for the Property without the written consent of Buyer. Buyer

47 will acknowledge existing lease(s) or short-term rental agreement(s) by initialing the lease(s) or short-term rental agreement(s) at

48 the execution of this Agreement, unless otherwise stated in this Agreement.

49 ☐ **Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.**

50 **5. DATES/TIME IS OF THE ESSENCE (1-10)**

51 (A) Written acceptance of all parties will be on or before: 02/13/2024

52 (B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the

53 essence and are binding.

54 (C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by

55 signing and/or initialing the HUD Notice "For Your Protection." Buyer understands the importance of

56 getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that

57 FHA will not perform a home inspection nor guarantee the price or condition of the Property.

58 ☐ Buyer will apply for Section 203(k) financing, and this contract is contingent upon mortgage approval (See Paragraph 8(F))

59 and Buyer's acceptance of additional required repairs as required by the lender.

60 (E) **Certification** We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for

61 purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in

62 connection with this transaction is attached to this Agreement.

63 (F) **Mortgage Contingency**

64 ☐ **WAIVED.** This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the

65 parties may include an appraisal contingency. Buyer and Seller understand that the waiver of this contingency does not restrict

66 Buyer's right to obtain mortgage financing for the Property.

67 ☒ **ELECTED.** This sale is contingent upon Buyer obtaining mortgage financing according to the terms outlined below. Upon

68 receiving documentation demonstrating the mortgage lender's approval, whether conditional or outright, of Buyer's mort-

69 gage application(s) according to the following terms, Buyer will promptly deliver a copy of the documentation to Seller, but

70 in any case no later than February 26, 2024 (Commitment Date).

First Mortgage on the Property	Second Mortgage on the Property
Loan Amount \$ <u>135,000.00</u>	Loan Amount \$ <u> </u>
Minimum Term <u>30</u> years	Minimum Term <u> </u> years
Type of mortgage <u>Conventional</u>	Type of mortgage <u> </u>
For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed <u>100</u> %	For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed <u> </u> %
Mortgage lender <u>First National</u>	Mortgage lender <u> </u>
Interest rate <u>6.875</u> %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of <u> </u> %	Interest rate <u> </u> %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of <u> </u> %
Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed <u> </u> % (0% if not specified) of the mortgage loan.	Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed <u> </u> % (0% if not specified) of the mortgage loan.

71 1. The interest rate(s) and fee(s) provisions in Paragraph 8(F) are satisfied if the mortgage lender(s) gives Buyer the right to

72 guarantee the interest rate(s) and fee(s) at or below the maximum levels stated. Buyer gives Seller the right, at Seller's sole

73 option and as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to

74 Buyer and/or the mortgage lender(s) to meet the above mortgage term(s) available to Buyer.

75 2. Seller may terminate this Agreement after the Commitment Date by written notice to Buyer if:

76 a. Seller does not receive a copy of the documentation demonstrating the mortgage lender's conditional or outright approval

77 of Buyer's mortgage application(s) by the Commitment Date,

78 b. The documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage applica-

79 tion(s) does not satisfy the loan terms outlined in Paragraph 8(F), OR

80 c. The documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage applica-

81 tion(s) contains any condition not specified in this Agreement (e.g., Buyer must settle on another property, an appraisal

82 must be received by the lender, or the approval is not valid through the Settlement Date) that is not satisfied and/or removed

83 in writing by the mortgage lender(s) within 7 DAYS after the Commitment Date, or any extension thereof, other than

84 those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).

85 3. Seller's right to terminate continues until Buyer delivers documentation demonstrating the mortgage lender's conditional

86 or outright approval of Buyer's mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this

87 Paragraph, Buyer must continue to make a good faith effort to obtain mortgage financing. Termination of this Agreement by

88 Buyer due to the mortgage lender's denial of Buyer's mortgage application(s) may demonstrate bad faith by Buyer and result

89 in the forfeiture of deposit monies to Seller.

90 4. If this Agreement is terminated pursuant to Paragraphs 8(F)(2), or the mortgage loan(s) is not obtained for settlement, all

91 deposit monies will be returned to Buyer according to the terms of Paragraph 26 and this Agreement will be VOID. Buyer

92 will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this

93 Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee

94 for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation;

95 (3) Appraisal fees and charges paid in advance to mortgage lender(s).

96 5. If the mortgage lender(s), or a property or casualty insurance provider providing insurance required by the mortgage lender(s),

97 requires repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller.

98 Within 5 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the

99 required repairs at Seller's expense.

100 a. If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property

101 and agrees to the RELEASE in Paragraph 28 of this Agreement.

102 Buyer Initials: KG ASR Page 2 of 14 Seller Initials:

103 (D) **U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgment**

104 ☐ Buyer has received the HUD Notice "For Your Protection." Buyer understands the importance of

105 getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that

106 FHA will not perform a home inspection nor guarantee the price or condition of the Property.

107 ☐ Buyer will apply for Section 203(k) financing, and this contract is contingent upon mortgage approval (See Paragraph 8(F))

108 and Buyer's acceptance of additional required repairs as required by the lender.

109 (E) **Certification** We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for

110 purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in

111 connection with this transaction is attached to this Agreement.

112 (F) **Mortgage Contingency**

113 ☐ **WAIVED.** This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the

114 parties may include an appraisal contingency. Buyer and Seller understand that the waiver of this contingency does not restrict

115 Buyer's right to obtain mortgage financing for the Property.

116 ☒ **ELECTED.** This sale is contingent upon Buyer obtaining mortgage financing according to the terms outlined below. Upon

117 receiving documentation demonstrating the mortgage lender's approval, whether conditional or outright, of Buyer's mort-

118 gage application(s) according to the following terms, Buyer will promptly deliver a copy of the documentation to Seller, but

119 in any case no later than February 26, 2024 (Commitment Date).

First Mortgage on the Property	Second Mortgage on the Property
Loan Amount \$ <u>135,000.00</u>	Loan Amount \$ <u> </u>
Minimum Term <u>30</u> years	Minimum Term <u> </u> years
Type of mortgage <u>Conventional</u>	Type of mortgage <u> </u>
For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed <u>100</u> %	For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed <u> </u> %
Mortgage lender <u>First National</u>	Mortgage lender <u> </u>
Interest rate <u>6.875</u> %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of <u> </u> %	Interest rate <u> </u> %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of <u> </u> %
Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed <u> </u> % (0% if not specified) of the mortgage loan.	Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed <u> </u> % (0% if not specified) of the mortgage loan.

120 1. The interest rate(s) and fee(s) provisions in Paragraph 8(F) are satisfied if the mortgage lender(s) gives Buyer the right to

121 guarantee the interest rate(s) and fee(s) at or below the maximum levels stated. Buyer gives Seller the right, at Seller's sole

122 option and as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to

123 Buyer and/or the mortgage lender(s) to meet the above mortgage term(s) available to Buyer.

124 2. Seller may terminate this Agreement after the Commitment Date by written notice to Buyer if:

125 a. Seller does not receive a copy of the documentation demonstrating the mortgage lender's conditional or outright approval

126 of Buyer's mortgage application(s) by the Commitment Date,

127 b. The documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage applica-

128 tion(s) does not satisfy the loan terms outlined in Paragraph 8(F), OR

129 c. The documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage applica-

130 tion(s) contains any condition not specified in this Agreement (e.g., Buyer must settle on another property, an appraisal

131 must be received by the lender, or the approval is not valid through the Settlement Date) that is not satisfied and/or removed

132 in writing by the mortgage lender(s) within 7 DAYS after the Commitment Date, or any extension thereof, other than

133 those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).

134 3. Seller's right to terminate continues until Buyer delivers documentation demonstrating the mortgage lender's conditional

135 or outright approval of Buyer's mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this

136 Paragraph, Buyer must continue to make a good faith effort to obtain mortgage financing. Termination of this Agreement by

137 Buyer due to the mortgage lender's denial of Buyer's mortgage application(s) may demonstrate bad faith by Buyer and result

138 in the forfeiture of deposit monies to Seller.

139 4. If this Agreement is terminated pursuant to Paragraphs 8(F)(2), or the mortgage loan(s) is not obtained for settlement, all

140 deposit monies will be returned to Buyer according to the terms of Paragraph 26 and this Agreement will be VOID. Buyer

141 will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this

142 Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee

143 for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation;

144 (3) Appraisal fees and charges paid in advance to mortgage lender(s).

145 5. If the mortgage lender(s), or a property or casualty insurance provider providing insurance required by the mortgage lender(s),

146 requires repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller.

147 Within 5 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the

148 required repairs at Seller's expense.

149 a. If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property

150 and agrees to the RELEASE in Paragraph 28 of this Agreement.

151 Buyer Initials: KG ASR Page 4 of 14 Seller Initials:

152 **6. ZONING (1-14)**

153 Failure of this Agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdi-

154 visible) is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if

155 voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

156 **Zoning Classification, as set forth in the local zoning ordinance: RESIDENTIAL**

157 **7. FIXTURES AND PERSONAL PROPERTY (1-20)**

158 (A) It is possible for certain items of personal property to be so integrated into the Property that they become fixtures and will be

159 regarded as part of the Property and therefore included in a sale. Buyer and Seller are encouraged to be specific when negotiating

160 what items will be included or excluded in the sale.

161 (B) **INCLUDED** In this sale, unless otherwise stated, are all existing items permanently installed in or on the Property, free of liens, and

162 other items including plumbing; heating; gas fireplace logs; radiator covers; hardwood security systems; thermostats; lighting

163 fixtures (including chandeliers and ceiling fans); pools, spas and hot tubs (including covers and cleaning equipment); electric

164 animal fencing systems (excluding collars); garage door openers and transmitters; mounting brackets and hardware for television

165 and sound equipment; unpotted shrubbery, plantings and trees; smoke detectors and carbon monoxide detectors; sump pumps;

166 storage sheds; fences; mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; win-

167 dow covering hardware (including rods and brackets), shades and blinds; awnings; central vacuum system (with attachments);

168 built-in air conditioning; built-in appliances, built-in dishwashers; range cookers; trash compactors; any remaining heating and cooling

169 fuels stored on the Property at the time of settlement; and, if owned, solar panels, windmills, water treatment systems, propane

170 tanks and satellite dishes. Unless stated otherwise, the following items are included in the sale, at no additional cost: All

171 fixtures present at showing

172 (C) The following items are not owned by Seller and may be subject to a lease or other financing agreement. Contact the provider/

173 vendor for more information (e.g., solar panels, windmills, water treatment systems, propane tanks and satellite dishes):

174 (D) **EXCLUDED** fixtures and items:

175 **8. BUYER FINANCING (8-22)**

176 (A) Buyer may elect to make this Agreement contingent upon obtaining mortgage financing. Regardless of any contingency elected

177 in this Agreement, if Buyer chooses to obtain mortgage financing, the following apply:

178 1. **Buyer will be in default of this Agreement if Buyer furnishes false information** to anyone concerning Buyer's financial

179 and/or employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment

180 for and ordering of appraisal without delay), fails to lock in interest rate(s) as stated below, or otherwise causes the lender to

181 reject, or refuse to approve or issue, a mortgage loan.

182 2. Within days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage

183 application (including payment for and ordering of credit reports without delay) for the mortgage terms and to the mortgage

184 lender(s) identified in Paragraph 8(F), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for

185 Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage

186 loan process. Broker for Seller, if any, is permitted to contact the mortgage lender(s) at any time to determine the status of the

187 mortgage loan application.

188 3. Seller will provide access to insurers' representatives and, as may be required by mortgage lender(s), to surveyors, municipal

189 officials, appraisers, and inspectors.

190 4. If the mortgage lender(s) gives Buyer the right to lock in interest rate(s) at or below the maximum levels desired, Buyer will

191 do so at least 15 DAYS before Settlement Date.

192 (B) The Loan-To-Value ratio (LTV) is used by lenders as one tool to help assess their potential risk of a mortgage loan. A particular

193 LTV may be necessary to qualify for certain loans, or buyers might be required to pay additional fees if the LTV exceeds a spec-

194 ific level. The appraisal of the Property may be used by lenders to determine the maximum amount of a mortgage loan.

195 The appraised value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be

196 higher or lower than the Purchase Price and/or market price of the Property.

197 **FHA/VA, IF APPLICABLE**

198 (C) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the pur-

199 chase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer

200 has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner,

201 Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than

202 \$ (the Purchase Price as stated in this Agreement), Buyer will have the privilege and option of

203 proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation

204 is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does

205 not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the

206 Property are acceptable.

207 **Warning:** Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing Administration

208 Transactions, provides, "Whoever for the purpose of influencing in any way the action of such Department, makes, passes, utters,

209 or publishes any statement, knowing the same to be false shall be fined under this title or imprisoned not more than two years,

210 or both."

211 Buyer Initials: KG ASR Page 3 of 14 Seller Initials:

212 b. If Seller will not make the required repairs, or if Seller fails to respond within the stated time, Buyer will,

213 within DAYS, notify the mortgage lender(s) of Buyer's choice to:

214 1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which

215 will not be unreasonably withheld (Seller may require that Buyer sign a pre-settlement possession agreement such as

216 the Pre-Settlement Possession Addendum [PAR Form PRE], which shall not, in and of itself, be considered unreason-

217 able), OR

218 2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms

219 of Paragraph 26 of this Agreement.

220 **If Buyer fails to respond** within the time stated above or fails to terminate this Agreement by written notice to Seller

221 within that time, **Buyer will accept the Property**, make the required repairs/improvements at Buyer's expense and agree

222 to the RELEASE in Paragraph 28 of this Agreement.

223 **9. CHANGE IN BUYER'S FINANCIAL STATUS (9-18)**

224 If a change in Buyer's financial status affects Buyer's ability to purchase, Buyer will promptly notify Seller and lender(s) to whom

225 Buyer submitted a mortgage application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change

226 in employment; failure or loss of sale of Buyer's home; Buyer having incurred a new financial obligation; entry of a judgment against

227 Buyer. **Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to**

228 **purchase.**

229 **10. SELLER REPRESENTATIONS (1-20)**

230 (A) **Status of Water**

231 Seller represents that the Property is served by:

232 ☒ Public Water ☐ Community Water ☐ On-site Water ☐ None ☐

233 (B) **Status of Sewer**

234 1. Seller represents that the Property is served by:

235 ☒ Public Sewer ☐ Community Sewer Disposal System ☐ Ten-Acre Permit Exemption (see Sewage Notice 2)

236 ☐ Individual On-lot Sewage Disposal System (see Sewage Notice 1) ☐ Holding Tank (see Sewage Notice 3)

237 ☐ Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)

238 ☐ None (see Sewage Notice 1) ☐ None Available/Permit Limitations in Effect (see Sewage Notice 5)

239 ☐

240 2. **Notices Pursuant to the Pennsylvania Sewage Facilities Act**

241 **Notice 1:** There is no currently existing community sewage system available for the subject property. Section 7 of the

242 Pennsylvania Sewage Facilities Act provides that no person shall install, construct, alter, repair, or occupy a building or structure for

243 repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a

244 permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with

245 administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The

246 local agency charged with administering the Act will be the municipality where the Property is located or that municipality

247 working cooperatively with others.

248 **Notice 2:** This Property is served by an individual sewage system installed under the ten-acre permit exemption

249 provisions of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required before

250 installing, constructing, altering, repairing or connecting to an individual sewage

251 system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and

252 site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by

253 the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance

254 which occurs as a result.

255 **Notice 3:** This Property is served by a holding tank (permanent or temporary) to which sewage is conveyed by a

256 water-carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another

257 site. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the

258 tank from the date of its installation or December 14, 1995, whichever is later.

259 **Notice 4:** An individual sewage system has been installed at an isolation distance from a well that is less than the dis-

260 tance specified by regulation. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances

261 provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water

262 supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the hori-

263 zontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the

264 isolation area shall be 100 feet.

265 **Notice 5:** This lot is within an area in which permit limitations are in effect and is subject to those limitations. Sewage

266 facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until

267 the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations

268 promulgated thereunder.

269 (C) **Historic Preservation**

270 Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here:

271 (D) **Land Use Restrictions**

272 1. ☐ Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the

273 following Act(s) (see Notices Regarding Land Use Restrictions below):

274 ☐ Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. § 901 et seq.)

275 ☐ Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)

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☐ Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
☐ Conservation Reserve Program (16 U.S.C. § 3831 et seq.)
☐ Other _____

2. **Notices Regarding Land Use Restrictions**

a. **Pennsylvania Right-To-Farm Act:** The property you are buying may be located in an area where agricultural operations take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.

b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assessment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that may result in the future as a result of any change in use of the Property or the land from which it is being separated.

c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.

d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CREP are environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer has been advised of the need to determine the restrictions on development of the Property and the term of any contract now in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.

(E) **Real Estate Seller Disclosure Law**
Generally, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved. Disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

(F) **Public and/or Private Assessments**

1. Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority (excluding assessed value) has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here:

2. Seller knows of no other potential notices (including violations) and/or assessments except as follows: _____

(G) **Highway Occupancy Permit**
Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

(H) **Internet of Things (IoT) Devices**

1. The presence of smart and green home devices that are capable of connecting to the Internet, directly or indirectly, and the data stored on those various devices make up a digital ecosystem in the Property sometimes referred to as the "Internet of Things (IoT)." Buyer and Seller acknowledge that IoT devices may transmit data to third parties outside of the control of their owner.

2. On or before settlement, Seller will make a reasonable effort to clear all data stored on all IoT devices located on the Property and included in the sale. Seller further acknowledges that all personal devices owned by Seller (including but not limited to cellular telephones, personal computers and tablets) having connectivity to any IoT device(s) located on the Property will be disconnected and cleared of relevant data prior to settlement. Further, no attempts will be made after settlement by Seller or anyone on Seller's behalf to access any IoT devices remaining on the Property.

3. Following settlement, Buyer will make a reasonable effort to clear all stored data from any IoT device(s) remaining on the Property and to restrict access to said devices by Seller. Seller's agents or any third party to whom Seller may have previously provided access. This includes, but is not limited to, restoring IoT devices to original settings, changing passwords or codes, updating network settings and submitting change of ownership and contact information to device manufacturers and service providers.

4. This paragraph will survive settlement.

11. WAIVER OF CONTINGENCIES (9-05)
If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, easements, zoning designations or use, or any other information regarding the Property, **Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement.**

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On-Loat Sewage (If Applicable)
Buyer may obtain an inspection of the individual on-loat sewage disposal system, which may include a hydraulic load test, from a qualified, professional inspector. If and as required by the inspection company, Seller, at Seller's expense, will locate, provide access to, empty the individual on-loat sewage disposal system and provide all water needed, unless otherwise agreed. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement. See Paragraph 13(C) for more information regarding the Individual On-Loat Sewage Inspection Contingency.

Property and Flood Insurance
Buyer may determine the insurability of the Property by making application for property and casualty insurance for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with the insurer to assist in the insurance process. If the Property is located in a specially-designated flood zone, Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior to Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents regarding the need for flood insurance and possible premium increases.

Property Boundaries
Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal description, certainty and location of boundaries and/or quantum of land. Most sellers have not had the Property surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical representations of size of property are approximations only and may be inaccurate.

Lead-Based Paint Hazards (For Properties built prior to 1978 only)
Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. Regardless of whether this inspection is elected or waived, the **Residential Lead-Based Paint Hazard Reduction Act** requires a seller of property built prior to 1978 to provide the Buyer with an EPA-approved lead hazards information pamphlet titled "Protect Your Family from Lead in Your Home," along with a separate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards and any lead-based paint records regarding the Property.

Other _____

The Inspections elected above do not apply to the following existing conditions and/or items: _____

(D) **Notices Regarding Property & Environmental Installations**

1. **Exterior Building Materials:** Poor or improper installation of exterior building materials may result in moisture penetrating the surface of the building and cause damage to the building.

2. **Asbestos:** Asbestos is linked with several adverse health effects, including various forms of cancer.

3. **Environmental Hazards:** The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsibility to dispose of them properly.

4. **Wetlands:** Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop the property would be required because of its location in a wetlands area.

5. **Mold, Fungus and Indoor Air Quality:** Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores, pollen and viruses) have been associated with allergic responses.

6. **Additional Information:** Inquiries or requests for more information about asbestos and other hazardous substances can be directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C. 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health, Harrisburg, PA 17120. Information about indoor air quality issues is available through the Pennsylvania Department of Health and may be obtained by contacting Health & Welfare Building, 8th Floor West, 625 Forster St., Harrisburg, PA 17120, or by calling 1-877-724-3258.

13. INSPECTION CONTINGENCY (10-18)

(A) The Contingency Period is _____ days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected in Paragraph 12(C).

(B) **Within the stated Contingency Period** and as the result of any Inspection elected in Paragraph 12(C), except as stated in Paragraph 13(C):

1. If the results of the inspections elected in Paragraph 12(C) are satisfactory to Buyer, Buyer WILL **present all Report(s) in their entirety to Seller, accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement, OR**

2. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL **present all Report(s) in their entirety to Seller and terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement, OR

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12. BUYER'S DUE DILIGENCE/INSPECTIONS (10-18)

(A) **Rights and Responsibilities**

1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to surveyors, municipal officials, appraisers and inspectors; in addition, unless otherwise agreed, only Parties and their real estate licensee(s) may attend any inspections.

2. Buyer may make two pre-settlement walk-through inspections of the Property for the limited purpose of determining that the condition of the Property is as required by this Agreement and any addenda. Buyer's right to these inspections is not waived by any other provision of this Agreement.

3. Seller will have **heating and all utilities (including fuel(s)) on for all inspections/appraisals.**

4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.

5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared. Unless otherwise stated, Seller does not have the right to receive a copy of any lender's appraisal report.

(B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly licensed or otherwise qualified professionals. All inspections shall be non-invasive, unless otherwise agreed in writing. If the same inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph 12(D) for Notices Regarding Property and Environmental Inspections)

(C) For elected Inspection(s), Buyer will, within the Contingency Period stated in Paragraph 13(A), complete Inspections, obtain any Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit a written corrective proposal to Seller, according to the terms of Paragraph 13(B).

Home/Property Inspections and Environmental Hazards (mold, etc.)
Buyer may conduct an inspection of the Property's structural components; roof; exterior windows and exterior doors; exterior building material, fascia, gutters and downspouts; swimming pools, hot tubs and spas; appliances; electrical systems; interior and exterior plumbing; public sewer systems; heating and cooling systems; water penetration; electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environmental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items Buyer may select. If Buyer elects to have a home inspection of the Property, as defined in the Home Inspection Law, the home inspection must be performed by a full member in good standing of a national home inspection association, or a person supervised by a full member of a national home inspection association, in accordance with the ethical standards and code of conduct or practice of that association, or by a properly licensed or registered engineer or architect. (See Notices Regarding Property & Environmental Inspections)

Wood Infestation
Buyer may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector certified as a wood-destroying pests pesticide applicator and will deliver it and all supporting documents and drawings provided by the inspector to Seller. The Report is to be made satisfactory to and in compliance with applicable laws, mortgage lender requirements, and/or Federal Insuring and Guaranteeing Agency requirements. The Inspection is to be limited to all readily visible and accessible areas of all structures on the Property, except fences. If the Inspection reveals active infestation(s), Buyer, at Buyer's expense, may obtain a Proposal from a wood-destroying pests pesticide applicator to treat the Property. If the Inspection reveals damage from active or previous infestation(s), Buyer may obtain a written Report from a professional contractor, home inspector or structural engineer that is limited to structural damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property.

Deeds, Restrictions and Zoning
Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle parking) is permitted and may elect to make the Agreement contingent upon an anticipated use. Present use: **RESIDENTIAL**

Water Service
Buyer may obtain an Inspection of the quality and quantity of the water system from a properly licensed or otherwise qualified water/well testing company. If and as required by the inspection company, Seller, at Seller's expense, will locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement.

Radon
Buyer may obtain a radon test of the Property from a certified inspector. The U.S. Environmental Protection Agency (EPA) advises corrective action if the average annual exposure to radon is equal to or higher than 0.02 working levels or 4 picoCuries/liter (4pCi/L). Radon is a natural, radioactive gas that is produced in the ground by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can increase the risk of lung cancer. Radon can find its way into any air-space and can permeate a structure. If a house is a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any person who tests, mitigates or safeguards a building for radon in Pennsylvania can certify the Department of Environmental Protection. Information about radon and about certified testing or mitigation firms is available through Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 783-3594. www.epa.gov

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(G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as specified in Paragraph 14(C), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement, or take such title as Seller can convey. If the title condition precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon termination, all deposit monies shall be returned to Buyer according to the terms of Paragraph 26 of this Agreement and Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 14(C) items (1), (2), (3) and in Paragraph 14(D).

(H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation about the status of those rights unless indicated elsewhere in this Agreement.

I. Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached to and made part of this Agreement.

(I) **COAL NOTICE (Where Applicable)**
THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE. LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the property described herein may be protected from damage due to subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

(J) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here: _____

(K) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here:
Private Transfer Fee Addendum (PAR Form PTF) is attached to and made part of this Agreement.
2. **Notices Regarding Private Transfer Fees:** In Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer Fee Obligation Act (Act) of 2011; 68 Pa.C.S. §§ 8101, et seq., which defines a Private Transfer Fee as "a fee that is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections to buyers.

15. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (9-18)
(A) In the event any notices of public and/or private assessments as described in Paragraph 10(F) (excluding assessed value) are received after Seller has signed this Agreement and before settlement, Seller will within 5 DAYS of receiving the notices and/or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:
1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, **or fails within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5 DAYS that Buyer will:**
a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph 28 of this Agreement, OR
b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(A)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

(B) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.
1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a copy of the notice to Buyer and notify Buyer in writing that Seller will:
a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
(1) Accept a temporary access certificate or temporary use and occupancy certificate, agree to the RELEASE in Paragraph 28 of this Agreement and make the repairs at Buyer's expense after settlement, OR
(2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(B)(1)(b) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

Buyer Initials:KG ASR Page 10 of 14 Seller Initials: 

1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

19. HOME WARRANTIES (1-10)
(A) At or before settlement, either party may purchase a home warranty for the Property from a third-party vendor. Buyer and Seller understand that a home warranty for the Property does not alter any disclosure requirements of Seller, will not cover or warrant any pre-existing defects of the Property, and will not alter, waive or extend any provisions of this Agreement regarding inspections or certifications that Buyer has elected or waived as part of this Agreement. Buyer and Seller understand that a broker who recommends a home warranty to Buyer has a business relationship with the home warranty company that provides a financial benefit to the broker.

20. RECORDING (9-05)
This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

21. ASSIGNMENT (1-10)
This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless otherwise stated in this Agreement. Any assignment of this Agreement shall result in additional transfer taxes.

22. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)
(A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws of the Commonwealth of Pennsylvania.
(B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

23. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (1-17)
The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S. real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons purchasing U.S. real property interests (transferees) from foreign persons, certain purchasers' agents, and settlement officers are required to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S. taxation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/Buyer you must find out if the transferor is a foreign person as defined by the Act. If the transferor is a foreign person and you fail to withhold, you may be held liable for the tax.

24. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (4-14)
The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing for community notification of the presence of certain convicted sex offenders. **Buyers are encouraged to contact the municipal police department or the Pennsylvania State Police** for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.

25. REPRESENTATIONS (1-10)
(A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.
(B) Unless otherwise stated in this Agreement, **Buyer has inspected the Property** (including fixtures and any personal property specifically listed herein) **before signing this Agreement or has waived the right to do so, and agrees to purchase the Property IN ITS PRESENT CONDITION.** Buyer acknowledges that the Seller, the Broker, the Seller's agents, the Broker's agents, the Seller's licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.
(C) Any repairs required by this Agreement will be completed in a workmanlike manner.
(D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

26. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)
(A) Where Buyer terminates this Agreement pursuant to the terms of Paragraph 26(B), Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.
(B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
2. If, after Broker releases the deposit monies, Buyer receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
3. According to the terms of a final order of court.
4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))

Buyer Initials:KG ASR Page 12 of 14 Seller Initials: 

Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the terms of the notice provided by the municipality.

2. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph, Seller will perform all repairs/improvements as required by the notice at Seller's expense. **Paragraph 15(B)(2) will survive settlement.**

16. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATIONS) NOTICE (9-16)
(A) Property is NOT a Condominium or part of a Planned Community unless checked below.
☐ CONDOMINIUM. The Property is a unit of a condominium that is primarily run by a unit owners' association. Section 3407 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of the Uniform Condominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.
☐ PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is a part of a planned community as defined by the Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in Section 5407(a) of the Act.
(B) **THE FOLLOWING APPLIES TO INITIAL SALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY:**
If this is the first sale of the property after creation of the condominium or planned community (therefore a sale by the Declarant), Seller shall furnish Buyer with a Public Offering Statement no later than the date Buyer executes this Agreement. Buyer may void this Agreement within 15 days (if a condominium) or within 7 days (if part of a planned community) after receipt of the Public Offering Statement or any amendment to the Statement that materially and adversely affects Buyer. Upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.

(C) **THE FOLLOWING APPLIES TO REALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY:**
1. Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.
2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the association in the Certificate.
3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.
4. If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender.

17. REAL ESTATE TAXES AND ASSESSED VALUE (4-14)
In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax.

18. MAINTENANCE AND RISK OF LOSS (1-14)
(A) Seller will maintain the Property (including, but not limited to, structures, grounds, fixtures, appliances, and personal property) specified in this Agreement in its present condition, normal wear and tear excepted.
(B) If any part of the Property included in the sale fails before settlement, Seller will:
1. Repair or replace that part of the Property before settlement, OR
2. Provide prompt written notice to Buyer of Seller's decision to:
a. Credit Buyer at settlement for the fair market value of the failed part of the Property, as acceptable to the mortgage lender, if any, OR
b. Not repair or replace the failed part of the Property, and not credit Buyer at settlement for the fair market value of the failed part of the Property.
3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, **or if Seller fails to notify Buyer of Seller's choice**, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever is earlier, that Buyer will:
a. Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 18(B)(3) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

(C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not replaced prior to settlement, Buyer will:

(C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved 30 days (180 if not specified) after the Settlement Date stated in Paragraph 4(A) (or any written extension thereof) or following termination of this Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies will be subject to the passage of time and the determination of the court or mediator. Buyer and Seller agree to maintain their legal rights to pursue litigation even after a distribution is made.

(D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 26 or Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.

(E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
1. Fail to make any additional payments as specified in Paragraph 2, OR
2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or financial status, OR
3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.

(F) **Unless otherwise checked in Paragraph 26(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:**
1. On account of purchase price, OR
2. As monies to be applied to Seller's damages, OR
3. As liquidated damages, or for such default.

(G) **SELLER LIMITS TO RETAINING THOSE SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.**

(H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 26(F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.
(1) Brokers and licensees are not responsible for unpaid deposits.

27. MEDIATION (7-20)
Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies, to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. Mediation is not available in which the Buyer and Seller have entered into a mediation or mediation system offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be divided equally among the parties and will be paid before the mediation conference. Legal proceedings may be initiated prior to the completion of the mediation process to stop any statute of limitations from expiring and for the purpose of indexing a lis pendens by Buyer to prevent the transfer of title to a third party when Buyer is seeking to purchase the Property. The parties agree that all proceedings shall be stayed until the completion of mediation and that a court of competent jurisdiction may award attorneys' fees to the prevailing party should the court find that a party has unreasonably breached this provision or acted in bad faith. Any agreement reached through mediation and approved by the parties will be binding. Any agreement to mediate disputes or claims arising from this Agreement will survive settlement.

28. RELEASE (9-05)
Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint, mold, fungi or indoor air quality, environmental hazards, any defects in the structural or sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

29. REAL ESTATE RECOVERY FUND (4-18)
A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

30. COMMUNICATIONS WITH BUYER AND/OR SELLER (1-10)
(A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s) and Closing Disclosure(s) upon receipt.
(B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satisfied by communication/delivery to the Broker for Buyer, if any, **except for documents required to be delivered pursuant to Paragraph 16**. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer by the parties. Wherever this Agreement contains a provision that requires communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

Buyer Initials:KG ASR Page 13 of 14 Seller Initials: 

775 **31. HEADINGS (4-14)**
776 The section and paragraph headings in this Agreement are for convenience only and are not intended to indicate all of the matter in the
777 sections which follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

778 **32. SPECIAL CLAUSES (1-10)**

779 (A) **The following are attached to and made part of this Agreement if checked:**

- 780 ☐ Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
781 ☐ Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
782 ☐ Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
783 ☐ Settlement of Other Property Contingency Addendum (PAR Form SOP)
784 ☐ Appraisal Contingency Addendum (PAR Form ACA)
785 ☐ Short Sale Addendum (PAR Form SHS)
786 ☐
787 ☐
788 ☐

789 (B) **Additional Terms:**

790 **Seller Agrees to replace all windows**

791 **Offer is subject to approval of the US Bankruptcy Court**



KG

800 Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

802 **This Agreement may be executed in one or more counterparts**, each of which shall be deemed to be an original and which counterparts
803 together shall constitute one and the same Agreement of the Parties.

804 **NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT.** Parties to this transaction are
805 advised to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

806 Return of this Agreement, and any addenda and amendments, including **return by electronic transmission**, bearing the signatures of all
807 parties, constitutes acceptance by the parties.

808 **KG** Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

809 **KG** Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

810 **KG** Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money)
811 before signing this Agreement.

812 **KG** Buyer has received the Lead-Based Paint Hazards Disclosure, which is attached to this Agreement of Sale. Buyer has
813 received the pamphlet Protect Your Family from Lead in Your Home (for properties built prior to 1978).

814 **BUYER** Kelly Guerrero **DATE** 02/13/2024
815 **BUYER** _____ **DATE** _____
816 **BUYER** _____ **DATE** _____

817 Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.
818 Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

819 **SELLER** Craig Deimler **DATE** _____
820 **SELLER** William Fisher Deimler **DATE** _____
821 **SELLER** _____ **DATE** _____

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5. There were a total of six (6) showings, all at the \$135,000.00 price.
6. There were two (2) offers received.
7. The offer that was rejected was rejected since the buyers needed 6% of sellers help.
8. The buyer is not related to the seller. There is no connection between the proposed

buyer, its owner and/or investors, and the Debtors.

Respectfully submitted,

Gary J. Imblum
Attorney at Law, No. 42606
4615 Derry Street
Harrisburg, PA 17111
(717) 238-5250
Fax No. (717) 558-8990
gary.imblum@imblumlaw.com
Attorney for Debtors

DATED: 2/21/2024

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:
CRAIG BRADLEY DEIMLER
WILLIAM OLIVER FISHER-DEIMLER
a/k/a WILLIAM OLIVER FISHER DEIMLER
f/k/a WILLIAM OLIVER FISHER
Debtors
CRAIG BRADLEY DEIMLER
WILLIAM OLIVER FISHER-DEIMLER
a/k/a WILLIAM OLIVER FISHER DEIMLER
f/k/a WILLIAM OLIVER FISHER
Movants
v.
PHFA
DAUPHIN COUNTY COMMISSIONERS
DAUPHIN COUNTY TAX CLAIM BUREAU
CITY OF HARRISBURG
CAPITAL REGION WATER
JACK N. ZAHARPOULOS, ESQUIRE
Respondents

ABBOTTS DAIRIES AFFIDAVIT

Debtors' counsel, Gary J. Imblum, Esquire, inquired with the realtor, Traci Moffitt, and was
informed of the following:

1. Subject property was first listed for sale on October 12, 2023.
2. The original list price was \$130,000.00.
3. Subject property was then temporarily removed from the market so it could be
cleaned up so as to be more presentable.
4. When subject property was relisted on the Multi-List, the listing price adjusted
upward to \$135,000.00.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:
CRAIG BRADLEY DEIMLER
WILLIAM OLIVER FISHER-DEIMLER
a/k/a WILLIAM OLIVER FISHER DEIMLER
f/k/a WILLIAM OLIVER FISHER
Debtors
CRAIG BRADLEY DEIMLER
WILLIAM OLIVER FISHER-DEIMLER
a/k/a WILLIAM OLIVER FISHER DEIMLER
f/k/a WILLIAM OLIVER FISHER
Movants
v.
PHFA
DAUPHIN COUNTY COMMISSIONERS
DAUPHIN COUNTY TAX CLAIM BUREAU
CITY OF HARRISBURG
CAPITAL REGION WATER
JACK N. ZAHARPOULOS, ESQUIRE
Respondents

ORDER

Upon consideration of Debtors' Motion to Sell Real Estate Free and Clear of Liens Re:
2428 Mercer Street, Harrisburg, Dauphin County, Pennsylvania, and it appearing that no Objection
or Answer was filed to the Motion by the time set forth in an Order, good reason appearing therefore,
no objections appearing thereto, it is hereby declared that the Buyer (and/or its designee) is a good
faith purchaser for purposes of Section 363(m) and (n) and for purposes of *In re Abbotts Dairies of
Pennsylvania Inc.*, 788 F.2d 143 (3rd Cir. 1986);

IT IS HEREBY ORDERED AND DECREED that Federal Bankruptcy Rule 6004(h) is
not applicable, and the real property may be sold and purchased immediately upon entry of Order
of Court approving same and that the sale of real estate at 2428 Mercer Street, Harrisburg, Dauphin

County, Pennsylvania, including all fixtures present at the showing, free and clear of liens, to Ketty Guerrero for \$135,000.00 is approved and distribution of the proceeds as set forth below shall be permitted:

1. Payment of all closing costs for which Debtors are liable.
2. Payment of attorneys fees in the amount of \$3,500.00, to be applied to Debtors' costs and Attorney fees, billed on an hourly basis, and approved by the Bankruptcy Court.
3. Payment of any and all other miscellaneous fees involved with the sale.
4. Payment of any liens and mortgages.
5. As long as same is a valid lien on subject real estate, payment in full of Dauphin County Tax Claim Bureau real estate taxes, if any, or else the sale will not occur.
6. As long as same is a valid lien on subject real estate, payment in full of PHFA mortgage, or else the sale will not occur.
7. As long as same is a valid lien on subject real estate, payment in full of Dauphin County Commissioners mortgage, or else the sale will not occur.
8. If there are net proceeds remaining after paying all the costs, fees and liens set forth in the preceding paragraphs, then payment to Trustee Jack N. Zaharopoulos in an amount up to the amount necessary to fully fund the Plan, less any amount otherwise payable to a secured creditor pursuant to Debtors' Plan, which is, in fact, paid at settlement.
9. If there are net proceeds remaining after paying all of the costs, fees and liens set forth in the preceding paragraphs, then payment of any and all attorney fees owed to Debtors' counsel for representation in the above matter and which have been previously approved by the Court.
10. If there are net proceeds remaining after paying all the costs, fees and liens set forth in the preceding paragraphs, then the remaining balance, if any, shall be distributed to the Debtors.

USPS FIRST CLASS MAILING RECIPIENTS:

Parties with names struck through or labeled CM/ECF SERVICE were not served via First Class USPS Mail Service.

CERTIFIED 9589071052700725635072

DAUPHIN COUNTY TAX CLAIM BUREAU
2 S. 2ND STREET, SUITE 1
HARRISBURG, PA 17101

CERTIFIED 9589071052700725635102

PHFA
211 N. FRONT STREET
HARRISBURG, PA 17101

CERTIFIED 9589071052700725635096

LEON P. HALLER, ESQUIRE
PURCELL, KRUG AND HALLER
1719 N. FRONT STREET
HARRISBURG, PA 17102-2392

CERTIFIED 9589071052700725635065

DAUPHIN COUNTY COMMISSIONERS
PO BOX 1295
HARRISBURG, PA 17108

CERTIFIED 9589071052700725635034

CAPITAL REGION WATER
BILLING AND COLLECTIONS UNIT
100 PINE DRIVE
HARRISBURG, PA 17103

CERTIFIED 9589071052700725635058

CLINTON J. WEBB, ESQUIRE
SALZMANN HUGHES, PC
79 ST. PAUL DRIVE
CHAMBERSBURG, PA 17201

CERTIFIED 9589071052700725635041

CITY OF HARRISBURG
DEPARTMENT OF PUBLIC WORKS
1820 PAXTON STREET
HARRISBURG, PA 17103

CERTIFIED 9589071052700725635089

HARRISBURG SCHOOL DISTRICT/CITY OF
HARRISBURG
10 N. 2ND STREET, SUITE 103
HARRISBURG, PA 17101

DAUPHIN COUNTY TAX CLAIM BUREAU
2 S. 2ND STREET, SUITE 1
HARRISBURG, PA 17101

PHFA
211 N. FRONT STREET
HARRISBURG, PA 17101

LEON P. HALLER, ESQUIRE
PURCELL, KRUG AND HALLER
1719 N. FRONT STREET
HARRISBURG, PA 17102-2392

DAUPHIN COUNTY COMMISSIONERS
PO BOX 1295
HARRISBURG, PA 17108

CAPITAL REGION WATER
BILLING AND COLLECTIONS UNIT
100 PINE DRIVE
HARRISBURG, PA 17103

CLINTON J. WEBB, ESQUIRE
SALZMANN HUGHES, PC
79 ST. PAUL DRIVE
CHAMBERSBURG, PA 17201

CITY OF HARRISBURG
DEPARTMENT OF PUBLIC WORKS
1820 PAXTON STREET
HARRISBURG, PA 17103

HARRISBURG SCHOOL DISTRICT/CITY OF
HARRISBURG
10 N. 2ND STREET, SUITE 103
HARRISBURG, PA 17101